CHESTERFIELD COUNTY

www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp

Our <u>vision</u> is to be recognized by our customers and professional peers as an innovative provider of excellence in customer service and as a leader in the purchasing profession.

Our <u>mission</u> is to support our customers in performing their mission by providing quality purchasing services.



INVITATION FOR BID

Purchasing Department 9901 Lori Road P. O. Box 51 Chesterfield, VA 23832-0001 Telephone No. (804) 748-1617

CHESTERFIELD COUNTY PURCHASING DEPARTMENT GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID

1. SUBMISSION AND RECEIPT OF BIDS:

- a. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation. Late bids shall be rejected. Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail.
- b. In the event that Chesterfield County government offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-bid meeting and/or the published bid opening, the pre-bid meeting and/or bid opening date will default to the next open business day at the same time.
- c. All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- d. Only when <u>specifically</u> requested in the bid documents shall each bid be accompanied by a bid bond with surety satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to the Treasurer, Chesterfield County. In the event of default by the Bidder, the deposit shall be and represent liquidated damages to the County. Bids received without a bid bond, when specifically requested, shall be rejected.
- e. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- f. Unless otherwise specified, Bidders are to use the bid form furnished by the County.
- g. No bid shall be altered or amended after the specified time for opening.
- 2. AMENDING BIDS: Amending or withdrawing bids by a potential bidder prior to bid opening: A potential bidder may amend and/or withdraw a bid before the due date and time set for receipt of bids. All requests from a potential bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The potential bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the documents authenticity. All amendments/alterations to the bid are to be initialed by an individual authorized to represent the person or firm that submitted the bid.

3. WITHDRAWAL OF BIDS:

Withdrawal: Construction (Code of Virginia 2.2-4330)

a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2.2-4330(A)(i), Code of Virginia, which states the bidder shall give notice in

writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any withdrawal request made to the Director of Purchasing must be accompanied by bidder's original work papers, or such request will be rejected. In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

Withdrawal: (other than construction)

b. A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

4. **DENIAL OF WITHDRAWAL OF BID**: (Code of Virginia 2.2-4330)

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

5. MISTAKES IN BIDS

- a. <u>Mistakes discovered following bid opening but prior to award:</u> If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a <u>clerical</u> error to the satisfaction of the purchasing authority, the bid may be withdrawn only after approval by the County.
- b. <u>Mistakes discovered after award:</u> Bids containing mistakes by bidders shall <u>not</u> be withdrawn after award of a contract or issuance of a purchase order.

6. PRICING:

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- c. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.
- 7. **PERFORMANCE AND PAYMENT BOND: When requested in the bid**, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at the time of or prior to execution of the contract. If bonds are

requested in the bid, the successful Bidder shall pay the cost thereof; if not specified, the successful Bidder, when requested to do so, shall secure the bonds and the County shall pay the cost thereof.

- 8. **DELIVERY POINT AND TERMS:** All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Bidder. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
- 9. INVOICES: Invoices for items ordered and delivered shall be submitted by the contractor to Chesterfield County Accounting Department, P. O. Box 40, Chesterfield, VA 23832. All invoices shall show the purchase order number, the name of the person placing the order, the item description, stock number, and contract price as applicable. The County's obligation to pay amounts due under the contract shall be contingent upon receipt by it of invoices in sufficient detail to permit identification of the items as described in the specifications.
- 10. PAYMENT TERMS: If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.
- 11. FINANCE CHARGES: Finance charges imposed by the vendor on any invoice shall not be paid by the County.
- 12. **USE OF BRAND NAMES/SUBSTITUTIONS:** Unless otherwise specified in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality desired, and any product which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

In requesting a proposed substitution, the bidder shall submit with the bid form the name of the manufacturer, model number, and complete specifications on the proposed substitution for evaluation by the County. The bidder shall submit, with the bid form, a detailed list of any deviations from these specifications, written or implied. The bidder assumes responsibility for all changes in the work required as a result of the proposed substitution, including any change not listed in the request, but determined by the County to be necessary at a later point of progress in the work.

It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements. The County's decision of approval or disapproval of a proposed substitution shall be final.

- 13. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. Unless otherwise specified in bid, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
- 14. **ACCEPTANCE OF MATERIAL:** The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
- 15. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation.
- 16. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples shall be

furnished free of expense to the County and if not used in testing or destroyed, will, upon request at the time of submission of sample, be returned at the bidder's expense.

- 17. TAXES: Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
- 18. **LICENSES**, **PERMITS**, **AND FEES**: All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
- 19. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon approval by Chesterfield County. In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after due notice (verbal or in writing) may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.
- 20. QUALITY EXPECTATION STATEMENT: Chesterfield County, through its "Total Quality Improvement" initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects zero rework".
- 21. **AWARD PHILOSOPHY:** Award will be made by the County to the lowest responsible bidder with the lowest responsive bid which is in substantial conformance with the terms, conditions, and specifications of the bid and is in conformance with the *Code of Chesterfield County* and the *Code of Virginia*.

Chesterfield County reserves the right to accept or reject any or all bids or parts of bids, to waive informalities, and to request rebids. The County also reserves the right to award the bid in a manner which the County deems will best serve its interest. Bids making exceptions to the terms and conditions included in this invitation may be considered, but preference may be given to bids with no exceptions taken. It further reserves the right to award the bid on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the County, unless otherwise specified. The County may award a bid to a single contractor or to multiple contractors. It also reserves the right to increase or decrease quantities at the unit price bid.

- 22. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors in addition to price (as they apply) shall be a consideration in the award decision:
 - a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the County, a bidder is determined to be non responsible as a result of any investigation conducted by or for the County, award will not be made to that bidder.
 - b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the County.
 - c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.
 - d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.

- e. The County reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the County in determining bidder's capabilities of successfully administering the contract.
- f. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
- g. The resale value, life cycle costing and value analysis of a product.
- h. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
- i. Timely delivery of goods or timely completion of services as stated by bidder.
- j. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County.
- k. Inventory capability as it relates to a particular bid.
- I. Results of product testing.
- 23. **STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE):** Attention is directed to Chapter 11, Title 54.1 of the *Code of Virginia* (Re: State registration of contractors when applicable), which requires that all bidders shall show evidence of the proper license under the provision of this chapter before such bid is considered.
- 24. **INTERPRETATION OF BID:** If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the bid, the Purchasing Department should be contacted. Any change to the Invitation to Bid will be made only by written addendum mailed to prospective bidders at the addresses furnished for such purposes. The County will not be responsible for any changes except as noted through a written addendum.
- 25. **PROPRIETARY INFORMATION:** Section 2.2-4342-F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Bids/proposals not in compliance with section 2.2-4342F will be subject to disclosure.
- 26. **GOVERNING LAW:** Any contract resulting from this Invitation to Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
- 27. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.
- 28. **NONASSIGNMENT:** Parties to any resulting contract shall not assign the contract without written consent of the other(s). If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.
- 29. **MODIFICATION:** The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the Contract.
- 30. **AUDIT OF VENDOR RECORDS:** The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.

- 31. **NEGOTIATION:** If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.
- 32. **SECTION 2.2-4311** *CODE OF VIRGINIA*: Every contract for goods or services over \$10,000 shall include the following provisions:
 - 1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - 2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 33. **APPROPRIATION OF FUNDS:** The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.
- 34. **SCHOOL BOARD:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County School Board.

35. REQUIREMENTS CONTRACTS:

- a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may or may not be purchased from any resulting contracts.
- b. The County reserves the right, at its sole option, to renew the contract for consecutive terms.
- c. The County reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.
- d. The County may award a bid to a single contractor or to multiple contractors.
- e. The County reserves the right not to renew the contract at the end of the initial term or any subsequent term.
- f. The County reserves the right to terminate the contract upon written notice to the contractor(s).
- g. In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
- h. It is understood and agreed to between the parties in a resulting contract that Chesterfield County shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.
- i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.

 The County has the right to extend this contract up to and not to exceed one hundred twenty (120) days following the last term of renewal.

36. SECTION 2.2-4312 CODE OF VIRGINIA - DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 37. ENVIRONMENTAL MANAGEMENT: Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804)717-6531.
- 38. **SECTION 2.2-4343.1** *CODE OF VIRGINIA:* Chesterfield County does not discriminate against faith-based organizations.

Revised: July 12, 2006

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CHESTERFIELD COUNTY PURCHASING DEPARTMENT CHESTERFIELD, VIRGINIA 23832-0001 (804) 748-1617

<u>IFB Prepared By:</u> <u>Invitation for Bid Number:</u>

Robert N. Fothergill Senior Contract Officer

06-3259-9359

September 5, 2006

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Purchasing Department, Chesterfield Administration Building, Room 402, until, but no later than 3:00 p.m. Local Time Prevailing September 25, 2006, and then publicly opened and read aloud for a requirements contract for Janitorial Services for the newly constructed Community Services Building located at 9800 Government Center Parkway, Chesterfield VA 23832.

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department (804) 748-1617, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation for Bid. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid document to: Chesterfield County Purchasing Department, Administration Building - Room 402 - Fourth Floor, 9901 Lori Road, P.O. Box 51, Chesterfield, VA 23832-0001. Mark outside of your envelope with Invitation for Bid #06-3259-9359 and opening date of bid.

Bids, to include addenda or changes to a response, shall <u>not</u> be accepted via Fax machine or by Internet E-mail.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. All responsible vendors are encouraged to bid.

For information pertaining to the bid tabulation and award on this procurement transaction, bidders may access public notification electronically at www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp.

COMMITMENT TO DIVERSITY AND CHESTERFIELD BUSINESSES

Chesterfield County is a rapidly growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status.

The county is committed to increasing the opportunities for participation of minority business enterprises, woman-owned businesses and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority business enterprises, woman-owned businesses and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/renewal of the contract, the successful bidder/offeror <u>shall</u> furnish data requested on the Certification of Subcontractor/Supplier Activity form included in this IFB/RFP document. This information will enable the county to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

DEFINITIONS

For purposes of Chesterfield County's classification and reporting program, in cooperation with the Virginia Department of Minority Business Enterprise, the following definitions apply:

<u>Woman-Owned Business</u> (WOB) - a business concern that is majority owned by a woman who also controls and operates the business. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

<u>Minority Business Enterprise</u> (MBE) - a business enterprise that is owned and controlled by one or more <u>socially</u> and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts. (Reference: 2.2-1401 of the *Code of Virginia*)

<u>Chesterfield Business</u> (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

CERTIFICATION OF SUBCONTRACTOR/SUPPLIER ACTIVITY MINORITY BUSINESS ENTERPRISES, WOMAN-OWNED BUSINESSES AND CHESTERFIELD BUSINESSES

Project/Contract Name/Number:

Contractors shall furnish the information requested below regarding subcontractor(s) or supplier(s).

(This form will be sent by the Purchasing Department to the contractor for completion at the time of award/renewal, as appropriate.)

Name and Address of Subcontractor/Supplier	(T) MBE	(T) WOB	(T) CB	Commodity or Service	Dollar Amount
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		1111			

this form.	tach additional pages to
I have no MBE, WOB or CB applicable to this contract(T)	
Contractor hereby certifies that the above information is correct.	
Complete Legal Name of Firm:	Date:
Form Prepared By:	
(Type or Print)	

PURPOSE

The purpose of this Invitation for Bid (IFB) is to establish a requirements contract for Janitorial Services for a three-story building commonly known as the Community Development (CD) building consisting of 87,310 square feet of occupied space occupied by approximately 275 employees in six different departments.

SITE VISIT - MANDATORY

Two site visits will be held. One will be held on **September 12, 2006 at 3:00 p.m. and the second on September 14, 2006 at 3:30 p.m.** The visits will be at the **Chesterfield County Community Development Building located at, 9800 Government Center Parkway, Chesterfield, VA 23832.** Attendance at one of these site visits is mandatory in order for a bid to be considered for award.

ADDITIONAL BUILDINGS

The contractor may be awarded additional buildings at any time during the contract term at the sole discretion of the county.

TERM OF CONTRACT/RENEWAL

The initial term of this contract shall be for a period effective 30 days after award through August 31, 2007.

The County reserves the right, at its sole option, to renew the contract for three (3) additional consecutive one year terms.

RENEWAL OF CONTRACT:

This contract may be renewed by the County for three (3) successive one year periods) under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

- 1. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the "Other Services" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for labor for the latest twelve months for which statistics are available. The source for this index shall be http://www.bls.gov/cpi.
- 2. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the "Other Services" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for labor for the latest twelve months for which statistics are available. The source for this index shall be http://www.bls.gov/cpi.

GENERAL INFORMATION

The Community Development Building, located at 9800 Government Center Parkway, Chesterfield, VA 23832, is a three-story building consisting of 87,310 square feet of occupied space with approximately 275 employees in six different departments. The building has one men's and one women's restroom on each floor. Each men's room has three waterless urinals, three commodes, and four sinks. Each women's room has six commodes and four sinks.

The first floor has one men's and one women's locker room and shower with one shower, one commode and one sink in each room. Each floor has a coffee/vending machine area.

Normal cleaning is five (5) days per week (Monday through Friday).

SPECIFICATIONS

All work performed shall be subject to at least a monthly inspection and approved by the Director of General Services for Chesterfield County or his designee.

Failure to complete tasks in accordance with contract standards as noted during inspections or from customer complaints may warrant cancellation of contract.

Criminal Background Checks - Contractor shall submit a list of employees designated to perform work under this contract <u>prior to beginning work.</u> The County will conduct the background check, to include a check of fingerprints and personal descriptive information furnished by the employee, through the Central Criminal Records Exchange and the Federal Bureau of Investigations. Chesterfield County Human Resources Management Department will conduct the checks and the contractor will be notified if an individual is not permitted to work in County buildings.

The contractor shall immediately notify Chesterfield County, in writing, if any person employed by the contractor to work on this contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. Chesterfield County reserves the right to require that the employee be suspended from working on this contract until the charge(s) are adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.

Equipment and Supplies - Contractor shall furnish all equipment and cleaning supplies to include paper products (towels, 2-ply toilet tissue, soaps and sanitary napkins) as well as waste receptacle liners. All paper products shall meet EPA guidelines for post consumer recycled content. All chemicals shall be environmentally safe, not harmful to humans. All products shall be approved prior to use by Director of General Services or his designee. Contractor shall provide all necessary equipment, i.e. vacuum cleaners, buffers, etc. In the event that the Contractor would like to change out any dispensers, prior approval shall be received from the Director of General Services or his designee. All expense shall be borne by the Contractor.

Contractor will be provided custodial closets with a lock in which to store supplies and equipment.

Hours of Service -Unless noted otherwise, all cleaning is to be performed before or after normal County work hours of 8:30 a.m. - 5:00 p.m., excluding holidays (see Attachment A, Standard Holiday Schedule).

Keys/Security - Contractor shall be provided keys and/or swipe keys on an as-needed basis for supervisory personnel. It will be the responsibility of the contractor to ensure their safekeeping.

The Contractor shall be responsible for any lost keys, card keys and any resulting expenses (e.g., re-keying of whole facility). This cost shall be withheld from payment(s). The decision to re-key the whole facility is solely the decision of the County.

Upon completion of contract, final payment shall be withheld until all issued keys are returned to the County.

All exterior doors are to be kept locked to the greatest possible extent. Contractor must ensure that all doors are locked and security alarms set upon leaving the premises.

At no time shall the Contractor allow people into the building other than bona fide employees of the contractor. At no time shall contractor allow family members, friends, etc., to be on the grounds or parking lot of the building during working hours, other than to pick-up or drop-off an employee.

The Contractor shall provide all employees with easily recognized identification as Contractor's employee.

Standards and Frequencies of Tasks:

I. ENTRANCES, LOBBIES AND HALLS

A. DAILY

- 1. All waste receptacles emptied, cleaned, liners replaced as necessary and trash placed in designated areas. Outside cigarette receptacles emptied and wiped out
- 2. Prepare all waste for removal and place in dumpster provided by the county
- 3. Glass in all entrance ways to be cleaned including door glass, glass partitions and trim
- 4. Vacuum all carpeted areas, including walk-off mats
- 5. Wash and sanitize all water fountains with lint free cotton or wool cloth
- 6. Hand prints, smudges, etc., are to be removed from walls, woodwork, door jambs and knobs and wall switches as needed
- 7. Upon completion of work, extinguish all lights and close and secure all doors and windows

B. WEEKLY

- 1. Spot clean carpeting
- 2. Dust venetian blinds
- Polish metal trim
- 4. Feather dust all light coverings
- 5. Dust all vertical and horizontal furniture surfaces, wall vents and vertical wall trim

II. TENANT SPACES, CONFERENCE/MEETING ROOMS

A. DAILY

1. Empty all waste receptacles. Replace liners as necessary. Damp wipe to remove soil

- 2. Dust cleared areas of furniture tops, vacant shelves, sills, ledges, horizontal partitions surfaces, moldings, picture frames, file cabinets, bookcases and other office furniture
- 3. Clean all glass in doors
- 4. Spot clean doors and walls
- 5. Dust and damp mop all hard surfaced floors
- 6. Scrub and wax all hard surfaced floors as needed
- 7. Vacuum all carpeted floors
- 8. Dust cubicle partitions (tops and shelves)

B. WEEKLY

- 1. Spot clean all carpeted floors
- 2. Clean/polish metal trim
- 3. Dust venetian blinds as needed

C. MONTHLY

- 1. Strip, wash and machine buff tile and terrazzo floors
- 2. Dust all pictures, frames, charts, graphs and light fixtures not reached in daily dusting
- 3. Feather dust fluorescent fixtures and vents

III. RESTROOMS/SHOWERS/LOCKER ROOMS

A. DAILY

- 1. Empty waste containers and remove trash
- 2. Thoroughly sweep floors
- 3. Damp mop and rinse floors with disinfectant detergent
- 4. Supply paper towels, toilet tissue, sanitary napkins and soap as needed. All supplies must be of at least the same quality as used in all other County (non-school) buildings
- 5. Thoroughly clean and sanitize all mirrors, sinks, shelves, counter tops, hardware, partition walls, urinals, showers and toilet seats (both sides)
- 6. Faucets, handles, fittings and supply pipes are to be kept clean and shiny
- 7. Change urinal cartridges

B. WEEKLY

- 1. Clean underside of basins
- Clean all hardware underneath basins
- Feather dust fluorescent fixtures and vents.

C. MONTHLY

- 1. Machine scrub and sanitize all floors. Maintain floor sealant if appropriate.
- All tile walls washed and sanitized

IV. OUTSIDE

A. DAILY

 Empty trash cans in parking lot, replace liners as needed and put trash in designated areas

V. FLOORS

A. SEMI-ANNUAL

- 1. All areas of carpets to be cleaned semi-annually and shall be accomplished within 60 days of initiation of contract and in accordance with contractor's schedule thereafter per these specifications
- 2. All tile/vinyl shall be stripped and waxed semi-annually

VI. MISCELLANEOUS

- A. Furnish all paper supplies and appropriate soap for dispensers in restrooms
- B. Provide appropriate supervision to assure proper cleaning techniques and results as well as security of property
- C. Supervisor to meet with Superintendent of Buildings & Grounds concerning any issues at the building
- D. Provide necessary equipment and cleaning supplies, i.e., vacuum cleaners, buffers, toilet cleaners, etc.
- E. Day-to-day janitorial services will be provided after working hours and scheduling of services must be set up so as not to interfere with evening working staff or meetings
- F. Clean all exterior windows, inside and outside, every six months (Spring and Fall). (Subcontracting of a specific task, such as window cleaning or carpet cleaning, will be acceptable. All employees of subcontractors will be required to adhere to all contract requirements including criminal background checks.)
- G. Dust difficult-to reach blinds every 3 months
- H. Shampoo rugs twice yearly in all areas. (Does not include walk-off mats.)
- I. Clean and wet wipe the overhead air vents every six months
- J. Clean and wash light fixtures every six months
- K. Clean all rooms that have doors closed but are unlocked
- L. Close all fire doors upon finishing the cleaning of that area
- M. Two day porters are employed through the County and will be on site each day to take care of any immediate needs and refilling paper products; these employees will be using contractor equipment/supplies as necessary.

Workmanship:

The Contractor shall provide experienced, capable personnel to direct and complete work in a manner satisfactory to the County.

All buildings, appurtenances and finishing shall be protected by the Contractor from damage which might be done or caused by work performed under this contract.

Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor.

The Contractor shall supervise all workmanship, including that of sub-contractors, to ensure that it be of the highest grade and according to best standard practice.

For every trade and for every product, the installation and application techniques shall be in strict accordance with the highest quality prescribed by the applicable trade standards and by such recommendations as are called for by the manufacturer.

Bonds

Each bid shall be accompanied by a bid bond from a Surety company satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to: TREASURER, CHESTERFIELD COUNTY, in an amount of \$5,000.00.

A Labor and Material Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Price, with a corporate surety authorized to do business in the State of Virginia and otherwise acceptable in all respects to the County's Attorney will be required for the faithful performance of the contract.

Attorneys-in-fact who sign Bid Bonds, Labor and Material Payment Bonds and Performance bonds must file with each bond a certified and effective dated copy of their power of attorney. Each Bid Bond and the accompanying power of attorney should bear the same date. Each Labor and Material Payment Bond and each Performance Bond and the accompanying power of attorney should bear the same date as the date of the Contract.

The party to whom the Contract is awarded will be required to execute the Contract and obtain the Labor and Material Payment Bond and the Performance bond within fifteen calendar days from the date when the Notice of Award together with the Contract is delivered to the Bidder for execution. In case of the failure of the Bidder to execute the Contract within the prescribed time, the Owner may, at his option consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the County.

References

Contractor Data Sheet is to be submitted with bid.

Samples

Upon award of the contract, within five (5) days of notification, the Contractor shall provide a list of all cleaning supplies to be furnished under the contract. The County reserves the right to request samples of any item proposed for use, at no additional cost to the County, and those samples will be furnished and reviewed at the pre-start up meeting. Such samples will be retained by General Services for comparison with items utilized under the resulting contract.

MSDS Sheets

It shall be the responsibility of the Contractor to furnish material safety data sheets (MSDS) as applicable, and to ensure all containers are labeled in accordance with the Virginia Hazard Communication Standard. Inspections for compliance may be conducted by Chesterfield County's Risk Manager and/or Environmental Manager.

All contractors performing services for the County of Chesterfield are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and

Occupational Health Standards and any other applicable rules and regulations. Also all contractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

Labeling of Hazardous Materials - Contractor shall comply with OSHA Regulations concerning the labeling of all chemical containers.

Caution Signs - Contractor shall use caution signs as required by OSHA Regulations at no cost to the County. Caution signs shall be on-site on commencement of contract.

OSHA Guidelines of Blood Pathogens - Contractor shall comply with the OSHA Standard for Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. Contractor shall be responsible for compliance on date of contract acceptance and shall provide proof to the County.

Invoices

Original invoices shall be submitted by the contractor to Chesterfield County, Department of General Services, Attention: Clyde Carwile, P. O. Box 40, Chesterfield, VA 23832. All invoices shall itemize charges and reference purchase order/contract number.

County's obligation to pay amounts due under the contract shall be contingent upon receipt by it of invoices in sufficient detail to permit identification of the items as described in the specifications.

Insurance

A copy of a Certificate of Insurance shall be required and must be furnished by the contractor during execution of the contract. The Certificate does not need to accompany the bid.

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of a Certificate of Insurance, naming Chesterfield County as additionally insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

PLEASE FORWARD A COPY OF THESE INSTRUCTIONS TO YOUR INSURANCE CARRIER.

Instructions Regarding Insurance Certificates

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the County will execute the contract. In particular, we would call your attention to the following:

Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name Chesterfield County as additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "Description" where the language may be inserted as follows:

Chesterfield County is additional insured <u>or that</u>
Chesterfield County is additional insured with respects to General
Liability; and/or Umbrella Liability policies.

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than <u>30</u> days notice in writing shall be given to the County."

NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives." OR In lieu of modifying the cancellation clause, Chesterfield County may be listed an additional insured as an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to Chesterfield County.

3. The Certificate Holder should be listed as:

Chesterfield County c/o Purchasing Department P. O. Box 51 Chesterfield, VA 23832-0001 IFB/RFP #

4. Certificate of Insurance must be signed.

Plan of Operation

The contractor shall submit their Plan of Operation at a pre-start up meeting with the Director of General Services or his designee within ten (10) calendar days after notification of Award. The plan shall list the names and addresses of the custodial personnel (including all specialists, relief personnel and supervisors) and the specific areas assigned to each, the dates on which other than daily duties will be performed and samples of proposed paper/chemical products. Chesterfield County reserves the right to prior approval of any changes in employment. If the work is to be organized on the area assignment basis, each area shall be given an area or station number for convenient reference.

Contractor Representative

The contractor shall provide the name and telephone number of the service supervisor for this contract. The service supervisor shall be available by cellular phone during working hours. A daytime contact telephone number shall also be provided. It shall be the responsibility of the supervisor to meet with the Director of General Services or his designee and Director of Community Corrections on

a monthly basis to inspect the building and to resolve any problems with the cleaning service and/or cleaning personnel.

Safety

The contractor shall be responsible for instructing his employees in safety measures considered appropriate. Personnel shall not place or use mops, brooms, or any equipment in traffic areas or other locations in such a manner as to create safety hazards. Contractor's personnel shall provide, place and remove appropriate warning signs for wet or slippery surfaces.

Prohibitions

The contractor shall prohibit employees from disturbing papers on desks, opening desk drawers or cabinets and using telephone, office equipment, or any other equipment located in these County offices, including the use of non-pay telephones for any purpose other than a local emergency call.

Failure to Perform

In the event that the contractor does not perform on any given day at the site, 5% of the total invoice for that month for that site will be deducted from the contractor's invoice. The contractor's site supervisor will be notified in writing and instructed to fill in the line item "Non-performance deductions" on the invoice. In the event that this line item is not included, but required, the invoice will be returned to the contractor for correction.

Non-performance shall be defined as:

The Failure to Perform deduction will be applied based upon three (3) separate events per month or in the event that the same service is missed over a three month period, the Failure to Perform deduction will apply for the third month.

Chesterfield County Building and Grounds staff will be monitoring for patterns of issues and will investigate and verify all complaints. The contractor's site supervisor will be notified in writing on all verified complaints.

Incentive for Quality Performance

For each six month contract period, the contractor can apply for a bonus in the amount of 5% of the monthly contract amount of the Community Development Building and of any other building that may be added to the contract. The conditions for this bonus are that no scheduled service, including the replenishment of all paper products, was missed during the six month period.

For the initial term of the contract, the contractor may apply for the bonus in the 6th and 12th months of the contract. The contractor will be required to submit a letter to the Buildings and Grounds Superintendent requesting this bonus; the B & G Superintendent will review all previous invoices and all customer communications to verify that no services have been missed and will reply in writing whether the bonus will be approved or rejected. If approved, the contractor shall include a separate line item on the invoice for the 5%, along with a copy of the written approval.

BASIS OF AWARD

Chesterfield County intends to award this contract to a single vendor based on a Grand Total per month.

PRICING SCHEDULE

Furnish labor and materials necessary to provide Janitorial Services for the CD building.

The contractor may be awarded additional buildings at any time during the contract term at the sole discretion of the County.

Normal cleaning is five (5) days per week (Monday through Friday).

GRAND TOTAL PER MONTH	- NORMAL CLEANING \$
Name of Service Supervisor	
Cellular Phone ()	Daytime Phone ()

TERMS AND SIGNATURE SHEET All bids shall be signed on the Terms and Signature Sheet in order to be considered.

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County. Our terms are ______

All prices shall be F.O.B.: <u>Community Services Building, 9800 Government Center Parkway, Chesterfield, VA</u> 23832. Freight, delivery costs, and incidental charges shall be included in the bid price(s).

In compliance with this Invitation for Bid #06-3259-9359 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature below certifies:

- I agree to abide by all conditions of this Bid and that I am authorized to sign this Bid.
- the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under, Chapter 12, Title 18.2, 498.4 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.
- the accompanying bid is in compliance with the State and Local Government Conflict of Interests Act 2.2-3100, supplemented by Article 6, 2.2-4367-69 of the Code of Virginia. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five per cent.

Complete Legal Name of Firm:				
Order From Address:				
Remit To Address:				
			Đ:	
Fed ID No.:	Phone	()	Fax ()	
			ld County regarding our business all firms submitting bids will receive	
Minority Business Enterprise:				
Woman-Owned Business:	Yes	No		
Chesterfield Business:	Yes	No		

CONTRACTOR DATA SHEET TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID

QUALIFICATIONS OF BIDDER: Bidders shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County. Indicate the length of time you have been in business as a company providing the type of service required for this contract. _____ years _____ months Provide a minimum of four (4) references which may substantiate work performance, experience, and security requirements in the type of work required for this contract. Name, Address, Phone Number and Contact Person 1. Length of Time Servicing This Account: Number of Buildings Cleaned: _____ Total Square Footage Cleaned: _____ 2. Length of Time Servicing This Account: Number of Buildings Cleaned: _____ Total Square Footage Cleaned: 3. Length of Time Servicing This Account: Number of Buildings Cleaned: _____ Total Square Footage Cleaned: _____

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Length of Time Servicing This Account:	
Number of Buildings Cleaned:	
Total Square Footage Cleaned:	

ATTACHMENT A

STANDARD HOLIDAY SCHEDULE FOR CHESTERFIELD COUNTY EMPLOYEES

The following holidays will be observed each year:

New Year's Day
Lee-Jackson Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Rules for Observance

1. <u>Fixed Holidays</u>: These are holidays with a designated day of the week for observance and do not fluctuate from year to year (for example, although Martin Luther King, Jr. Day will be a different <u>date</u> each year, the holiday always falls on the third Monday in January):

Lee-Jackson Day Friday preceding the third Monday in January

Martin Luther King, Jr. Day third Monday in January Memorial Day last Monday in May

Labor Day first Monday in September
Thanksgiving Day fourth Thursday in November
Day after Thanksgiving fourth Friday in November

2. Fluctuating Holidays: Celebrated on a calendar date rather than a fixed day of the week:

New Year's Day January 1 Independence Day July 4

Veteran's Day November 11
Christmas Eve December 24
Christmas Day - December 25

Due to the fluctuating nature of these holidays, special rules must be followed:

If the holiday falls on a Saturday, the Friday preceding the holiday will be observed.

Example: Christmas Eve 2005 fell on a Saturday, therefore, the preceding Friday was

observed as the holiday.

If the holiday falls on a Sunday, the Monday following the holiday will be observed.

Example: Christmas Day 2005 fell on a Sunday, therefore, the following Monday was

observed as the holiday.